

### III. TERM OF AGREEMENT

For equipment, initial maintenance services are provided via manufacturer's standard warranty or warranty uplifts, as identified in Appendix D to the Scope of Work. All equipment warranties commence upon equipment installation and continue for a period of thirty-six (36) months. It is understood by the County that the equipment will be installed in phases over the term of the project, resulting in staggered expiration dates.

For application and operating system software, maintenance services shall commence upon installation and continue for a period of thirty-six (36) months. It is understood by the County that the software will be installed in phases over the term of the project resulting in staggered expiration dates.

Upon each expiration date, this Maintenance Agreement shall renew automatically for additional terms of 12 months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent 12 month term.

### IV. COMPENSATION

In consideration for the performance of such services as set forth herein, the Company will receive fees in the amounts and on the terms set forth in the *Agreement*. These fees are subject to change as further described in Section V.

As previously noted in Section II of this Maintenance Agreement, additional services requested by the County will be provided under the provisions of and invoiced in accordance with the then current time and material rates.

### V. PRICE CHANGES

If the Company utilizes a third party equipment maintenance services provider, the Company shall be entitled to change any price for equipment maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the County any price increase or decrease which the equipment maintenance services provider may from time to time make.

The Company shall be entitled to increase any prices for software support and/or equipment maintenance services provided by the Company upon thirty (30) days prior written notice to the County and no more than once in every twelve (12) month period. Any such increase shall be limited to no more than ten percent (10%) of the current price.

### VI. CUSTOMER RESPONSIBILITIES

The Company will be provided with access to the County's facilities and use of the County's office space, office equipment, computers and other equipment or records that may be required to perform the tasks described herein, including access after normal working hours and on weekends. The County will provide County personnel as necessary to maintain security of the facility as deemed appropriate by the County.

### Implementation

Implementation involves bringing the design to code. This phase is highly interactive and intertwined with design and testing. The Lake County "domain expert" will be required to review and provide feedback during this process.

Deliverables: Working code and documentation

### Testing

Testing is the final stabilization of the product.

Deliverables: Production code released

### 3.3.9 PHASE IX - LAKE COUNTY CUSTOM MODIFICATION IMPLEMENTATION

Manatron will install the modifications as they are completed during the calendar year 2001. Upon release of the beta release of each modification, Manatron will install the software at Lake County. Lake County, for the period of 30 days, will beta test the software and provide immediate feedback to Manatron with the goal being to resolve any remaining software issues during that thirty (30) day period.

At the County's request, the annual software support fees for the modifications have not been included in the Purchase Price identified in Section 3.2 of the Agreement. Lake County acknowledges and agrees that annual support fees, in the following amounts, shall become due and payable upon installation of each modification:

(a)	Tax Collection when main server down	\$ 7,200
(b)	Utilize item processor	\$ 2,450
(c)	Mortgage release processing	\$13,900
(d)	Posting of inheritance tax	\$13,900
(e)	Automate liquor license	\$10,400
(f)	Excise Tax processing	\$ 6,950

*Future*

Support services shall be provided in accordance with the terms of the Maintenance Agreement.

### 3.4 ESTIMATED SCHEDULE

The proposed project is estimated to be completed by December 31, 2001. Manatron has provided a tentative schedule in Appendix C. This represents Manatron's best estimate of project duration.

Upon the start of this Project, the Manatron Project Manager and Lake County shall produce a Project schedule including installation, testing, acceptance, consulting and training activities. During this step, Manatron and Lake County will establish a detailed Project Plan and Project organization for the implementation of this effort. This plan will be established

MANATRON, INC.  
4625 W. 86th Street, Suite 800  
Indianapolis, Indiana 46268

SYSTEM TRAINING RELEASE FORM

ACCOUNT NAME: Lake County  
ADDRESS: 2293 N. Main Street, Crown Point, Indiana  
TELEPHONE/FAX NUMBER: 219-755-3635  
APPLICATION SOFTWARE: MVPTax

- 1) Do you understand how to check system status? ☒ Yes ☐ No  
2) Do you understand how to check database backups? ☒ Yes ☐ No  
3) Do you understand how to check tape backups? ☒ Yes ☐ No

I (We), the undersigned, have been completely educated and trained in system procedures. I (We) understand the importance of checking (our) system status and will do so as recommended by Manatron, Inc. If something unforeseen should happen and it is necessary to restore information and I (we) have not properly backed up, I (we) will not hold Manatron responsible for the lost data.

Mathew Greener  
Manatron, Inc. Representative Signature

Mathew Greener  
Manatron, Inc. Representative Printed

Carl Withersell  
Client's Signature

Carl Withersell  
Client's Name Printed

Date: 3/24/2000

Lake County  
Client's (County, Township, Village, City, etc.)

Proliant 8500  
System Model